

COUNTY OF YORK, VIRGINIA
INVITATION FOR BIDS (IFB)

Issue Date: February 2, 2007

IFB No. 1561

Title: Painting of School Buses: Annual Contract

Classification Code: 91054

*Issuing Agency:

County of York, Virginia

Central Purchasing

120 Alexander Hamilton Blvd/PO Box 532

Yorktown, Virginia 23690

Using Agency And/Or Location

County School Board of York County, Virginia

Where Work Will Be Performed:

Transportation Department

505 Cook Road

Yorktown, Virginia 23692

Sealed Bids Will Be Received Until 3:00 P. M. on Friday, February 16, 2007 At Which Time They Shall Be Opened In Public And Read Aloud.

All Inquiries For Information Should Be Directed To: Cathy Hodock, CPPB, Buyer II,
Telephone: (757) 890-3680.

*SEND BIDS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The Under-signed Offers And Agrees to Furnish The Products, Materials And Services Described At the Prices Indicated In Section 16.0.

Name and Address of Firm:

Date: _____

By: _____

Signature in ink

Title: _____

Telephone No.: _____

Type/Print Name: _____

Facsimile No.: _____

Federal Tax ID#: _____

1.0 PURPOSE:

It is the express intent of this formal Invitation For Bids (IFB) to establish an annual contract with a qualified vendor to clean, repair, sand and paint school buses for the County School Board of York County, Virginia, hereinafter the "Owner", at the prices provided by the Bidder in Section 16.0.

2.0 SCOPE OF WORK:

The successful bidder, hereinafter the "Contractor" shall clean, repair, sand, and paint school buses, hereinafter referred to as "buses", as requested by the Owner. The quantity of school buses to be painted will vary from one to twelve buses per year and Contractor shall be responsible for painting all buses as needed and requested. Some buses may only require partial painting.

2.1 Contractor Requirements:

Contractor shall paint the buses, as requested by the Owner, in accordance with the following requirements:

- 2.1.1 Contractor shall clean, repair, and sand buses before painting. Contractor and Owner's Manager of Vehicle Maintenance shall go over each bus to be painted to coordinate what repairs shall be done, before any work is performed.
- 2.1.2 Contractor shall paint buses with DuPont Imron 40 PBX/GL H/S Custom paint.
- 2.1.3 Contractor shall paint the following bus parts with gloss black paint:
 - A. Rub Rails
 - B. All Traffic Lights
 - C. Front Bumper: all numbers shall be replaced and bumper shall be painted
 - D. Rear Bumper: all reflective tape shall be removed and bumper shall be painted
 - E. All four wheel rims
- 2.1.4 Contractor shall letter and number buses according to Commonwealth of Virginia specifications.
- 2.1.5 Contractor shall be responsible for making sure all windows are free from paint over spray and interiors are free from dust and paint.
- 2.1.6 Contractor may tape front and rear "SCHOOL BUS" reflective decals.
 - A. Contractor shall make sure that tape does not remove reflective material.
 - B. Contractor shall install reflective decals, to be provided by Owner, on front of any bus that does not have reflective decals.
 - C. Contractor shall install any rear decals that need replacing with decals to be provided by Owner.

- 2.1.7 Contractor may tape rear reflective tape around outside of bus and around emergency door if tape does not remove reflective materials. If reflective tape is defective, Owner will provide tape to Contractor to install.
- 2.1.8 Contractor shall cover engine and radiator to prevent paint over spray.
- 2.1.9 Contractor shall clear any repairs with the Owner's Manager of Vehicle Maintenance before any bodywork is performed.
- 2.1.10 Contractor shall inspect buses and repair any problems found during inspection, following approval from Owner.
- 2.1.11 Contractor shall maintain a business within fifteen (15) miles of the Owner's location, staffed with qualified personnel, tools, equipment in working condition, and space required to perform the work as specified herein.

3.0 SPECIAL TERMS AND CONDITIONS:

3.1 Award:

Contract(s) will be awarded for a one year period, unless extended in accordance with paragraph 3.2 below.

3.2 Contract Extensions:

The contract may be renewed and may be extended, at the Owner's sole option, annually for up to four (4) additional one year periods, upon mutual agreement of all parties.

4.0 GENERAL TERMS AND CONDITIONS:

4.1 APPLICABLE POLICY:

This solicitation is subject to the provisions of the County of York, Virginia Ordinance/ Purchasing Policy No. 05-24, and any revisions thereto.

4.2 MANDATORY USE OF FORM:

All responses to an Invitation for Bid (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the good and/or services offered or delivery terms, bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked with the IFB number, date and time of bid opening.

4.3 OPENING DATE/TIME:

Bids and amendments thereto, or withdrawal of bids submitted, if received by the County of York, Virginia, Central Purchasing office, hereinafter "Purchasing", after the date and time specified for the scheduled bid opening, will not be considered. It will be the responsibility of bidder to see that its bid is in the Purchasing office by the specified time and date. There will be

no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

4.4 INCONSISTENCIES IN CONDITIONS:

In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, if any, and/or other schedules contained herein, the latter two shall take precedence.

4.5 CLARIFICATION OF TERMS:

Questions about the specifications or other solicitation documents, should be directed to the buyer whose name appears on the face of this solicitation. Any revisions to the solicitation will be made only by written addendum issued by Purchasing.

4.6 TESTING/INSPECTION:

Purchasing and the Owner reserve the right to conduct any test or inspection it may deem advisable to ensure that goods and services conform to the specifications.

4.7 INVOICES:

Invoices for goods or services ordered, delivered and accepted shall be submitted directly to the 'INVOICE TO:' address shown on the purchase order or contract. All invoices shall show the purchase order number. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect offers or discounts for payment in less than thirty (30) days.

4.8 DEFAULT:

In the event of a default by Contractor, the Owner reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

4.9 ETHICS IN PUBLIC CONTRACTING:

By submitting its bid, all bidders certify that its bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid, and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

4.10 ANTI-DISCRIMINATION:

By submitting its bids or proposals, bidder certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

- a. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed in behalf of Owner, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Contractor shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

4.11 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

Bidder certifies that it does not and will not during the performance of the Contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

4.12 INDEMNITY AGREEMENT:

The following shall be deemed incorporated into any contract awarded as a consequence of this bid to the same extent as if fully set forth therein:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the Contract whether or not due to any act of its or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence, of Owner, its employees, servants, or agents. Compliance by the Contractor with the insurance provision hereof shall not relieve Contractor from liability under this provision.

Should Contractor or subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release Owner from and indemnify and save harmless Owner from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

4.13 AVAILABILITY OF FUNDS:

It is understood and agreed between the Contractor and the Owner that the Owner shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this IFB.

4.14 NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:

Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds the Purchasing Agent reserves the right to negotiate with the apparent low bidder to obtain a mutually agreeable contract price. The negotiations shall be confined to a reduction in the contract price and shall not deal with changes in the contract requirements.

4.15 REPLACEMENT OF DAMAGED GOODS OR OWNER'S PROPERTY:

Any damages to products or to Owner's property, finished surfaces or existing structures resulting from delivery of the products or resulting from installation and/or service shall be replaced/repared to Owner's satisfaction at the Contractor's sole expense.

4.16 EXCEPTIONS TO BID TERMS AND CONDITIONS AND SPECIFICATIONS:

The Bidder shall list on a separate sheet of paper any variations from, or exceptions to, the terms and conditions or specifications of this bid. This sheet shall be labeled "Exception(s) to Bid" and shall be attached to the bid.

5.0 INFORMATION FOR BIDDERS TO PROVIDE SERVICES:

- 5.1 Award will be made to the lowest responsible and responsive bidder. The quality of the services and products to be supplied, their conformity with the specifications, their suitability to the requirements of the Owner, and the delivery/completion terms will be taken into consideration in making the award.
- 5.2 Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
- 5.3 Acceptance of a bid by the Purchasing Office is not an order to proceed.
- 5.4 Each bid is received with the understanding that the acceptance in writing by the Purchasing Office of the offer to furnish any or all of the services and products described therein, shall constitute a contract between the bidder and the Owner, which shall bind the bidder on his part to furnish and deliver the services and products bid on at the prices stated and in accordance with the conditions of said accepted bid; and the Owner on its part to pay for, at the agreed prices, all services and products specified and delivered.
- 5.5 All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by person signing bids. Bids must show unit prices in Section 16.0 below. In case of error in the extension of prices, the unit price shall govern.
- 5.6 All bids must be signed with the firm name and be signed by an officer or authorized employee of the firm. In the case of a corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner".
- 5.7 Verify your bids before submission as they cannot be withdrawn or corrected after being opened.
- 5.8 If you do not bid, return this sheet and state reason. Otherwise your name may be removed from our mailing list.
- 5.9 The time of proposed completion must be stated in definite terms in Section 15.0. If the time of delivery for different commodities varies, the bidder shall so state.

- 5.10 Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the bidder's risk and expense.
- 5.11 Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish.
- Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the Owner. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.
- 5.12 Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud.
- 5.13 The Owner and Purchasing reserve the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the Owner will be served.
- 5.14 The Contractor guarantees to save the Owner, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the Contractor is not the patentee, assignee or licensee. This clause shall be deemed to be incorporated into any contract awarded as a consequence of this IFB.
- 5.15 Length of time for completion/delivery as well as price may be considered in awarding of bid.
- 6.0 SILENCE OF SPECIFICATIONS:
The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size and design are to be used. All interpretation of these specifications shall be made on the basis of this statement.

7.0 AWARD:

Owner will make the award to the lowest responsive and responsible bidder as determined by the Owner. Due consideration will be given to price, previous experience, and the ability of the Bidder to render required services. The quality of the articles to be supplied their conformity with the specifications, their suitability to the requirements of the Owner, and the delivery terms will be taken into consideration in making the award. Owner reserves the right to conduct any test it may deem advisable and to make all evaluations. Owner also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Owner to be in its best interest.

8.0 GENERAL PROCEDURE:

After evaluation and award, the Owner through its Purchasing Office shall issue a "Notice of Contract Award" to the Contractor, citing the Contract Number assigned, time period covered, without limitation.

Individual purchase order(s)/requests for services shall be submitted by Owner on an as needed basis. Purchase order(s) will be issued to the Contractor referencing the contract number and specifics regarding pick-up and/or delivery of buses. No services shall be authorized without the receipt of a written purchase order or a telephone call from Central Purchasing.

9.0 TERMINATION OF CONTRACT:

Upon thirty (30) days written notice to Contractor, the agreement may be canceled by the Owner at any time when in the sole judgment of the Owner the product furnished, or service rendered, by the Contractor is not satisfactory. Such termination shall not be deemed a waiver of any rights of the Owner to damages for breach of contract.

9.1 Availability Of Funds:

The Owner shall be bound by the resulting contract only to the extent of the funds available or which may hereafter become available for the purpose of the agreement. The Owner may terminate the agreement in its discretion in the event that the funds for this service are not appropriated.

10.0 USE OF SERVICE:

Nothing herein shall bind the Owner to use this service. It is also further understood that the Owner shall not be obligated to use or pay for any service covered unless and until ordered and received by the Owner.

11.0 PRICE ESCALATION/DE-ESCALATION:

Price adjustments for changes in the Contractor's cost or transportation cost may be permitted but only in accordance with this paragraph. Offers are submitted with the understanding that no price increases will be authorized for the initial one year term of the contract. In the event of a renewal of the contract, upward price adjustments may be permitted only at the end of the initial one year term and at the end of each one (1) year extension thereafter and only where verified to the satisfaction of the Purchasing Office as provided herein. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Owner.

The Contractor shall give written notice of a price increase to the Purchasing Office at least thirty (30) days in advance of the end of the original contract period or of the end of any one (1) year extension. Any approved price change will be effective only at the beginning of the applicable contract year following the end of the full thirty (30) day notification period. The Contractor shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the Contractor. Documentation shall be supplied with Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Owner; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by others not under the control of the Contractor. Failure by the Contractor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. The Purchasing Office may make such verification as deemed adequate. However, an increase which the Purchasing Office determines is excessive, regardless of any documentation supplied by the Contractor, may be cause for cancellation of the contract by the Purchasing Office. The Purchasing Office will notify using agencies and Contractor in writing of the effective date of any increase which is approved. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that price decreases which affect the cost of materials, labor, and transportation are required to be passed on to the Owner immediately. Failure to do so will result in action to recoup such amounts.

12.0 CLAIMS:

Disputes and claims arising under this agreement shall be processed pursuant to Virginia Code Sections 15.2-1245 through 15.2-1248 applied to the Owner mutatis mutandis. The Owner shall give its final decision on any claim of the Contractor within sixty (60) days of the date the claim is submitted to the Clerk of the governing Board of the Owner.

13.0 INSURANCE:

The Contractor shall carry insurance in the amount specified below, including the Contractual Liability assumed by the Contractor and shall deliver certificates of insurance from carriers acceptable to the Owner specifying such limits, along with a proper endorsement naming the "County School Board of York County, Virginia, its Officers, Agents and Employees" as Additional Insured on a primary basis (Form No. GL-20-10) on applicable policy(s), such additional insured status shall be primary without participation by Owner's insurers. The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

Worker's Compensation and Employer's Liability

Coverage A - Statutory Requirement

Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned Hired Car Coverage.

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Commercial General Liability

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of the project by the Owner.

14.0 COOPERATIVE PROCUREMENT:

This solicitation is being conducted under the provisions of § 2.2-4304 of the Virginia Public Procurement Act (VPPA), "Cooperative Procurement", as stated, a public body may purchase from another public body's contract even if it did not participate in the Request for Proposal (RFP) or Invitation for Bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies.

If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms.

Any jurisdiction using such contracts shall issue its own contract and place its own order(s) directly with the successful Contractor(s). The County of York acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions.

It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s).

Bidder desiring to offer to other jurisdictions under this clause shall so indicate in their response.

15.0 DELIVERY/COMPLETION:

Time is of the essence. State your firm delivery/completion time per bus. If times vary for various types and/or sizes please state.

Bidder agrees to deliver/complete all required work within _____ hours/days following issuance of a written notice to proceed from the Owner. This may be a factor in making an award.

16.0 PRICE SCHEDULE:

The Bidder agrees to provide the services described herein as follows:

<u>Item No.</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
16.1	12	Each	Clean, Sand and Paint School Bus	\$_____	\$_____
16.2		Hour	Partial Painting of School Bus	\$_____/hour	
16.3		Hour	Body Work Repairs and Refinishing	\$_____/hour	
16.4			Discount on parts, if needed, off of manufacturer's _____ retail list price or manufacturer's _____ dealer's list price (check which "list price" the discount will be taken from during the contract period and include a copy of a current Thomas and International list with your bid)	_____%	

17.0 WARRANTY:

The bidder agrees that the parts, supplies and service furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the bidder gives any customer for such parts, supplies and services and that the rights and remedies provided therein are in addition to and do not limit those available to the Owner by any other clause of this solicitation. A COPY OF THIS WARRANTY MUST BE FURNISHED WITH YOUR BID.

18.0 VENDOR DATA:

Please complete the following:

18.1 Years in Business:

Indicate the length of time you have been in business providing this type of product/service:
_____years _____months.

18.2 Business Location:

The Bidder shall satisfy the Owner that company maintains a business within 15 miles of the Owner location, staffed with qualified personnel, tools, equipment in working condition, and space required to perform the work as specified, or ability to secure materials, parts or equipment within a reasonable period of time, and provisions for properly storing and maintaining or ability to readily obtain properly stored and maintained materials required to complete the specified work in timeframe provided by Bidder in Section 15.0 above.

Business located: within County of York, VA _____, within 15 miles or less _____
(check one)

18.3 References:

Indicate below a listing of at least three (3) recent references for whom you have provided this type of products/service. Include the date products/service was furnished and the name, address and phone number of the person we have your permission to contact.

<u>CLIENT</u>	<u>DATE</u>	<u>ADDRESS</u>	<u>PERSON TO CONTACT AND PHONE NUMBER</u>
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